



COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION  
*"Creating Community Through People, Parks and Programs"*



Tim Gallagher, Director

July 8, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

**AUTHORIZE ACCEPTANCE AND IMPLEMENTATION OF GRANTS  
FROM THE AMATEUR ATHLETIC FOUNDATION (AAF) FOR  
COUNTYWIDE AQUATICS PROGRAMMING  
( ALL DISTRICTS - 3 – Vote Matter)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Authorize the acceptance of a \$95,083.40 grant from the Amateur Athletic Foundation for the 2003 Summer Swim Program and delegate authority to the Director of Parks and Recreation to sign the grant agreement.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Acceptance of the agreement will authorize the Department to accept \$95,083.40 from the Amateur Athletic Foundation (AAF) for the 2003 Summer Swim Program.

Each year, the Department operates 30 swimming pools (Attachment), providing swimming instruction, recreational, and competitive swimming opportunities for the more than nine million residents of Los Angeles County. The AAF provides funds for aquatics programming activities throughout Los Angeles County, and has partnered with our Department since 1997, providing over \$422,000 in funding to support our swim programs. The funding provided through this grant program will be used to offset costs for existing program staff, participant awards, staff uniforms, and necessary program equipment. Program components include supervised competitive swim and dive training, clinics on water polo, physical conditioning sessions and inter-pool swim competitions, which culminate at regional and countywide levels.

In addition, synchronized swimming was added for the first time last year and will be offered again this season at two (2) locations in each of our three (3) Community Service Agencies. The AAF grant funding will provide for the direct cost associated with the competitive swim, dive, synchronized swimming, and water polo components of this program.

### **Implementation of Strategic Plan Goals**

The authorization to accept this grant enhances Fiscal Responsibility (Goal Number 4 and 6 of the County's Strategic Plan) by increasing the Department's public/private partnerships and by improving the quality of life for residents of Los Angeles County unincorporated communities. In addition, the funding requested from the Amateur Athletic Foundation Grant Program will provide the Department with fiscal resources necessary to enhance and improve programming at the parks listed in the Attachment.

### **FISCAL IMPACT/ FINANCING**

The AAF grant funding will be used to offset costs for program staff, participant awards, staff uniforms, and necessary program equipment, and is included in the Department's 2003-04 Final Recommended Budget.

There are no anticipated additional costs associated with the program.

### **FACTS AND PROVISIONS/ LEGAL REQUIREMENTS**

The Department of Parks and Recreation will be required to operate the program in accordance with the standard terms and conditions of the AAF agreement.

### **IMPACT ON CURRENT SERVICES AND PROJECTS**

The program offers novice swimmers the opportunity to participate in specialized instruction to develop competitive swimming and diving skills, and participate in synchronized swimming and water polo. Additionally, youth have the opportunity to participate in individual competitive meets and team competition.

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The program benefits these youth because individual instruction is offered at no charge, whereas in other municipalities, specialized instruction usually involves participant fees. The availability of this program greatly enhances the County's current competitive swim and dive program, and generates greater participant interest in the competitive aquatic sport of water polo and synchronized swimming for those children who may not have available resources to participate in these events.

### **CONCLUSION**

It is requested that two (2) conformed copies of this letter be returned to the Department of Parks and Recreation.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tim Gallagher', is written over a large, stylized 'D' that serves as a placeholder or part of the signature.

Tim Gallagher  
Director

Attachment

c: Chief Administrative Officer  
Executive Officer, Board of Supervisors

NON-CAPITAL

GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into by and between the AMATEUR ATHLETIC FOUNDATION OF LOS ANGELES (the "Foundation") and the COUNTY OF LOS ANGELES, (the "Grantee"), acting through its Department of Parks and Recreation.

RECITALS

A. The Foundation, a California nonprofit public benefit corporation, is organized for the purpose of aiding and assisting, through contributions and otherwise, amateur sports programs, primarily for youth, in the Southern California area and desires to make a grant to the Grantee in furtherance of that purpose.

B. The Grantee is willing to accept such grant on the terms and conditions of this Agreement.

TERMS & CONDITIONS

In consideration of the facts recited above and the mutual covenants, conditions and representations set forth herein, the parties agree and covenant as follows:

1. Grant. Subject to the provisions of this Agreement, the Foundation hereby agrees to grant the sum of not more than \$95,083.40 (the "Grant") to the Grantee for the purposes set forth on Schedule A attached hereto. The Foundation shall have no obligation, however, to segregate or set aside any funds or assets for the payment of the Grant. The Grantee shall use the Grant solely for the purposes, and for organizing, implementing and conducting the program (the "Program"), set forth on Schedule A attached hereto. Notwithstanding any other provision of this Agreement, the Grant shall be used only for charitable and educational purposes qualifying under Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), and neither the Grant nor the income therefrom may be used for purposes other than those so described. Subject to the provisions of Paragraphs 3 and 8 herein, the Grant shall be payable as set forth on Schedule B attached hereto. The Grantee covenants that it will hold all unexpended amounts of the Grant in interest-bearing bank accounts with the bank or banks set forth on Exhibit B attached hereto.

2. Program. As an inducement to the Foundation to make the Grant, the Grantee has previously submitted a written proposal (the "Proposal") to the Foundation, which Proposal includes a description of the Program. The Grantee acknowledges that the Grant is expressly made in reliance on the Proposal and a review of financial information and a final budget submitted by the Grantee. Accordingly, the Grantee shall notify the Foundation immediately, in writing, of any material change in the facts set forth in the Proposal or in any other information or document submitted to the Foundation. Without the advance written consent of the Foundation, the Grantee shall not expend any part of the Grant or interest thereon whether for any purpose or item in excess of the amount budgeted for such purpose or item on the final budget for the Program submitted by the Grantee to the Foundation.

3. Conditions to Grant. Except as such conditions may be waived in writing by the Foundation, the Foundation's obligations to make the Grant and, if the Grant is payable in installments, to pay each installment thereof shall be subject to each of the following conditions:

(a) All necessary approvals and consents to the payment of the Grant shall, to the satisfaction of the Foundation, have been obtained and not revoked.

(b) No legal, administrative or other proceeding shall be pending that questions the legality of the Grant.

(c) The conditions set forth on Schedule C attached hereto shall have been fully satisfied.

4. Covenants of Grantee. The Grantee covenants with the Foundation as follows:

(a) To repay any portion of the Grant which is not used for the purposes of the Grant.

(b) To submit to the Foundation full and complete at least periodic reports, not less frequently than annual, on the manner in which the Grant is spent and the progress made in accomplishing the purposes of the Grant.

(c) To maintain records of receipts and expenditures and to make its books and records relating to the Grant available to the Foundation at reasonable times.

(d) Not to use any of the Grant (i) to carry on propaganda, or otherwise to attempt, to influence legislation (within the meaning of Section 4945(d)(1) of the Code), (ii) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code), (iii) to make any grant which does not comply with the requirements of Section 4945(d)(3) or (4) of the Code or (iv) to undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Code.

(e) In the performance of this Agreement, the expenditure of the Grant and the organization, implementation and conduct of the Program (i) to comply with all applicable laws, regulations and union agreements to which it is bound and (ii) not to discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry or political affiliation.

(f) Without the prior written approval of the Foundation, and except for salaries specifically identified in the Proposal, not to transfer or pay, whether or not for value, any portion of the Grant to (i) any person or entity who directly or indirectly controls, is controlled by or is under common control with the Grantee, (ii) any person or entity who is an officer, employee, partner or trustee of, or serves in a similar capacity with respect to, the Grantee or (iii) any person or entity of which the Grantee or any of its officers, employees, partners or trustees is the beneficial owner of 5% or more of the equity interests therein.

5      Representations of Grantee. The Grantee represents and warrants to the Foundation that:

(a) The Grantee is the County of Los Angeles, acting through its Department of Parks and Recreation, located at 433 South Vermont Avenue, Los Angeles, California 90020, duly formed, validly existing and in good standing under the laws of the State of California, and has the legal power and authority to conduct its business, to own its properties and to execute and deliver, and to perform its obligations under, this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by the Grantee, and constitutes a legal, valid and binding obligation of the Grantee for the benefit of the Foundation.

(c) All proceedings legally required to be taken by the Grantee in connection with the authorization of this Agreement and of the transactions related thereto, and all approvals, authorizations, consents and other orders of public boards or bodies as may be legally required to be obtained by the Grantee prior to the date hereof with respect to all or any of such matters, have been taken or obtained.

(d) The execution and delivery of this Agreement by the Grantee, and the performance by the Grantee of its obligations hereunder, do not (i) violate any provisions of the Articles of Incorporation, Bylaws or other governing instrument of the Grantee, (ii) violate any law, rule or regulation having applicability to the Grantee any order, writ, judgment, decree, determination or award to which the Grantee is a party or (iii) result in the breach of or constitute a default under any agreement, lease or instrument to which the Grantee is a party or by which the Grantee is bound.

(e) No audit, investigation, proceeding or other inquiry is pending by the Internal Revenue Service, the Franchise Tax Board or the Attorney General of any state with respect to the Grantee or any affiliated organization, and no legal, administrative or other proceeding is pending that questions the legality of the Grant, except as is disclosed on Schedule C attached hereto.

6. Publicity. All promotional and advertising materials, including announcements, brochures, publications, films, videotapes, exhibitions and visual materials, produced or authorized by the Grantee relating to the Program shall, to the extent directed by the Foundation, give credit to the Foundation at least as prominent as that given any other person, organization or entity which makes a grant or contribution of funds to the Grantee. The Foundation shall have the right, but not the obligation, to review in advance and approve the contents of all press announcements issued by the Grantee, the planning of all press events, and the contents of all promotional and advertising materials relating to the Grant and the Program. The Foundation may, in its discretion, also publish and distribute promotional materials relating to the Program and the Grant. The Grantee shall have no right to use any symbol, logo, trade name or trademark of the Foundation without the Foundation's advance written consent.

7. Reports and Records. The Grantee agrees to submit such reports, in addition to the reports required under Paragraph 4(b) hereof, as may be requested by the Foundation, in such form as the Foundation may prescribe at reasonable intervals, relating to the Grantee's performance of or ability to fulfill its obligations under this Agreement. Notwithstanding the foregoing, the Grantee shall timely submit such reports as are described on Schedule D attached hereto. The Grantee shall maintain complete, accurate and current records of all income and expenses relating to the Program and the Grant. During the term of this Agreement and at any time within five (5) years thereafter, the Grantee shall make such records available upon request to the Foundation for review, copying and audit. In addition, the Grantee agrees to cooperate fully with the Foundation, and to allow the Foundation and any person designated by it full and complete access to the facilities, activities and operations of the Grantee, for the purpose of auditing, monitoring and evaluating the Program, the Grant and the compliance of the Grantee with the terms and conditions of this Agreement.

8. Termination. The Foundation shall have the right to terminate this Agreement and the Grant in the event the Foundation determines that the Grantee (a) has misrepresented any material fact or supplied false or misleading material information to the Foundation in the Proposal or otherwise in regard to this Agreement or the Grant, (b) has diverted any payments made under this Agreement to a purpose other than that permitted hereunder, (c) has failed to maintain or provide any material records or reports required to be maintained or provided hereunder, (d) has failed to abide by any other term or condition of this Agreement or (e) has terminated, abandoned, cancelled or substantially altered, or is likely to terminate, abandon, cancel or substantially alter, the Program. Upon termination of this Agreement by the Foundation, the Foundation shall be relieved from making any further payments to the Grantee in regard to the Grant and, if such termination is pursuant to clause (a), (b), (c) or (e) above, may require the Grantee to refund any or all payments of the Grant theretofore made. The foregoing remedies of the Foundation are in addition to any other remedies provided by law, and all such remedies shall be cumulative and not exclusive.

9. No Liability. The Grantee shall indemnify, defend and hold the Foundation harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of or incident to the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Program or any other program or activity by the Grantee. **IN NO CASE SHALL THE FOUNDATION BE LIABLE TO THE GRANTEE OR ANY THIRD PARTY FOR CONSEQUENTIAL DAMAGES.** The Foundation shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee. It is expressly understood by the parties that no director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement or any subsequent agreement between the parties regarding the subject matter hereof. The parties agree that the liability of the Foundation hereunder shall be limited to the payment of the Grant pursuant to the terms and conditions of this Agreement. Any contracts entered into or other obligations or liabilities incurred by the Grantee in connection with the Program or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and the Foundation shall have no obligation or liability whatsoever thereunder or with respect thereto. The Grantee covenants that all contracts to which it shall become a party in regard to the Program and/or the Grant shall include the following clause:

"It is expressly agreed and understood that neither the Amateur Athletic Foundation of Los Angeles (the "Foundation") nor any director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement, and that the foregoing provisions concerning financial responsibility or liability shall be expressly included in and made a part of any and all agreements between the parties subsequent to this Agreement."

10. Insurance. The Grantee represents and warrants that (a) it is, and will continue to be, adequately insured against all risks, including such risks as would be covered by fire and property damage, worker's compensation, automobile and comprehensive general liability insurance, with respect to the conduct of the Program and all other programs and activities of the Grantee and (b) the premises and facilities of third parties where the Grantee conducts and will conduct its programs and activities also are and will be so adequately insured except as expressly set forth on Schedule C attached hereto. Upon demand of the Foundation, the Grantee shall furnish the Foundation the policy or policies of insurance or a certificate of insurance or either written evidence satisfactory to the Foundation, evidencing the insurance carried by or otherwise benefiting the Grantee. The Grantee covenants that it will cause the Foundation to be added as an additional insured on all policies of insurance carried by the Grantee.



11. Other Provisions. This Agreement and the Proposal together constitute the entire agreement of the parties with respect to the subject matter hereof, and the provisions hereof and thereof have superseded any and all prior and contemporaneous agreements or understandings relating to the matters specifically addressed herein or therein. Failure or inability of either party to enforce any right hereunder shall not waive any right with respect to any other or future rights or occurrences, nor shall waiver of any condition or right in any instance be deemed a waiver of any condition or right in any other instance. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding in addition to any other relief to which it may be entitled. This Agreement and the Grantee's rights, duties and obligations hereunder may not be assigned by the Grantee without the prior written consent of the Foundation. Any attempt at assignment shall be void and a material breach of this Agreement by the Grantee. This Agreement has been negotiated, executed and delivered and will be performed in the State of California and shall be governed by and construed in accordance with its laws. The Schedules attached hereto are incorporated herein by reference and made a part of this Agreement as if fully set forth herein.

12. Amendments and Modifications. This Agreement may be amended or modified only by a written instrument executed by the Foundation and by the Grantee. Notwithstanding the foregoing, modifications to the scope of the Program, alterations in the funding schedule, revisions to the Proposal and other changes to the terms and conditions of this Agreement set forth on the Schedules attached hereto may be effectuated by the substitution of replacement Schedule(s), provided that such replacement Schedule(s) are executed by both the Foundation and the Grantee.

13. Termination of Grant. The Grantee covenants to execute and deliver to the Foundation a termination letter in the form attached hereto as Exhibit "1" upon completion of the program.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement on \_\_\_\_\_, 2003

**GRANTEE:**

COUNTY OF LOS ANGELES, DEPARTMENT  
OF PARKS AND RECREATION

**FOUNDATION:**

AMATEUR ATHLETIC  
FOUNDATION OF  
LOS ANGELES

By: \_\_\_\_\_  
Tim Gallagher  
Director

By: \_\_\_\_\_  
Anita L. DeFrantz  
President

NON-CAPITAL

GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into by and between the AMATEUR ATHLETIC FOUNDATION OF LOS ANGELES (the "Foundation") and the COUNTY OF LOS ANGELES, (the "Grantee"), acting through its Department of Parks and Recreation.

RECITALS

A. The Foundation, a California nonprofit public benefit corporation, is organized for the purpose of aiding and assisting, through contributions and otherwise, amateur sports programs, primarily for youth, in the Southern California area and desires to make a grant to the Grantee in furtherance of that purpose.

B. The Grantee is willing to accept such grant on the terms and conditions of this Agreement.

TERMS & CONDITIONS

In consideration of the facts recited above and the mutual covenants, conditions and representations set forth herein, the parties agree and covenant as follows:

1. Grant. Subject to the provisions of this Agreement, the Foundation hereby agrees to grant the sum of not more than \$95,083.40 (the "Grant") to the Grantee for the purposes set forth on Schedule A attached hereto. The Foundation shall have no obligation, however, to segregate or set aside any funds or assets for the payment of the Grant. The Grantee shall use the Grant solely for the purposes, and for organizing, implementing and conducting the program (the "Program"), set forth on Schedule A attached hereto. Notwithstanding any other provision of this Agreement, the Grant shall be used only for charitable and educational purposes qualifying under Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), and neither the Grant nor the income therefrom may be used for purposes other than those so described. Subject to the provisions of Paragraphs 3 and 8 herein, the Grant shall be payable as set forth on Schedule B attached hereto. The Grantee covenants that it will hold all unexpended amounts of the Grant in interest-bearing bank accounts with the bank or banks set forth on Exhibit B attached hereto.

2. Program. As an inducement to the Foundation to make the Grant, the Grantee has previously submitted a written proposal (the "Proposal") to the Foundation, which Proposal includes a description of the Program. The Grantee acknowledges that the Grant is expressly made in reliance on the Proposal and a review of financial information and a final budget submitted by the Grantee. Accordingly, the Grantee shall notify the Foundation immediately, in writing, of any material change in the facts set forth in the Proposal or in any other information or document submitted to the Foundation. Without the advance written consent of the Foundation, the Grantee shall not expend any part of the Grant or interest thereon whether for any purpose or item in excess of the amount budgeted for such purpose or item on the final budget for the Program submitted by the Grantee to the Foundation.

3. Conditions to Grant. Except as such conditions may be waived in writing by the Foundation, the Foundation's obligations to make the Grant and, if the Grant is payable in installments, to pay each installment thereof shall be subject to each of the following conditions:

(a) All necessary approvals and consents to the payment of the Grant shall, to the satisfaction of the Foundation, have been obtained and not revoked.

(b) No legal, administrative or other proceeding shall be pending that questions the legality of the Grant.

(c) The conditions set forth on Schedule C attached hereto shall have been fully satisfied.

4. Covenants of Grantee. The Grantee covenants with the Foundation as follows:

(a) To repay any portion of the Grant which is not used for the purposes of the Grant.

(b) To submit to the Foundation full and complete at least periodic reports, not less frequently than annual, on the manner in which the Grant is spent and the progress made in accomplishing the purposes of the Grant.

(c) To maintain records of receipts and expenditures and to make its books and records relating to the Grant available to the Foundation at reasonable times.

(d) Not to use any of the Grant (i) to carry on propaganda, or otherwise to attempt, to influence legislation (within the meaning of Section 4945(d)(1) of the Code), (ii) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code), (iii) to make any grant which does not comply with the requirements of Section 4945(d)(3) or (4) of the Code or (iv) to undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Code.

(e) In the performance of this Agreement, the expenditure of the Grant and the organization, implementation and conduct of the Program (i) to comply with all applicable laws, regulations and union agreements to which it is bound and (ii) not to discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry or political affiliation.

(f) Without the prior written approval of the Foundation, and except for salaries specifically identified in the Proposal, not to transfer or pay, whether or not for value, any portion of the Grant to (i) any person or entity who directly or indirectly controls, is controlled by or is under common control with the Grantee, (ii) any person or entity who is an officer, employee, partner or trustee of, or serves in a similar capacity with respect to, the Grantee or (iii) any person or entity of which the Grantee or any of its officers, employees, partners or trustees is the beneficial owner of 5% or more of the equity interests therein.

5. Representations of Grantee. The Grantee represents and warrants to the Foundation that:

(a) The Grantee is the County of Los Angeles, acting through its Department of Parks and Recreation, located at 433 South Vermont Avenue, Los Angeles, California 90020, duly formed, validly existing and in good standing under the laws of the State of California, and has the legal power and authority to conduct its business, to own its properties and to execute and deliver, and to perform its obligations under, this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by the Grantee, and constitutes a legal, valid and binding obligation of the Grantee for the benefit of the Foundation.

(c) All proceedings legally required to be taken by the Grantee in connection with the authorization of this Agreement and of the transactions related thereto, and all approvals, authorizations, consents and other orders of public boards or bodies as may be legally required to be obtained by the Grantee prior to the date hereof with respect to all or any of such matters, have been taken or obtained.

(d) The execution and delivery of this Agreement by the Grantee, and the performance by the Grantee of its obligations hereunder, do not (i) violate any provisions of the Articles of Incorporation, Bylaws or other governing instrument of the Grantee, (ii) violate any law, rule or regulation having applicability to the Grantee any order, writ, judgment, decree, determination or award to which the Grantee is a party or (iii) result in the breach of or constitute a default under any agreement, lease or instrument to which the Grantee is a party or by which the Grantee is bound.

(e) No audit, investigation, proceeding or other inquiry is pending by the Internal Revenue Service, the Franchise Tax Board or the Attorney General of any state with respect to the Grantee or any affiliated organization, and no legal, administrative or other proceeding is pending that questions the legality of the Grant, except as is disclosed on Schedule C attached hereto.

6. Publicity. All promotional and advertising materials, including announcements, brochures, publications, films, videotapes, exhibitions and visual materials, produced or authorized by the Grantee relating to the Program shall, to the extent directed by the Foundation, give credit to the Foundation at least as prominent as that given any other person, organization or entity which makes a grant or contribution of funds to the Grantee. The Foundation shall have the right, but not the obligation, to review in advance and approve the contents of all press announcements issued by the Grantee, the planning of all press events, and the contents of all promotional and advertising materials relating to the Grant and the Program. The Foundation may, in its discretion, also publish and distribute promotional materials relating to the Program and the Grant. The Grantee shall have no right to use any symbol, logo, trade name or trademark of the Foundation without the Foundation's advance written consent.

7. Reports and Records. The Grantee agrees to submit such reports, in addition to the reports required under Paragraph 4(b) hereof, as may be requested by the Foundation, in such form as the Foundation may prescribe at reasonable intervals, relating to the Grantee's performance of or ability to fulfill its obligations under this Agreement. Notwithstanding the foregoing, the Grantee shall timely submit such reports as are described on Schedule D attached hereto. The Grantee shall maintain complete, accurate and current records of all income and expenses relating to the Program and the Grant. During the term of this Agreement and at any time within five (5) years thereafter, the Grantee shall make such records available upon request to the Foundation for review, copying and audit. In addition, the Grantee agrees to cooperate fully with the Foundation, and to allow the Foundation and any person designated by it full and complete access to the facilities, activities and operations of the Grantee, for the purpose of auditing, monitoring and evaluating the Program, the Grant and the compliance of the Grantee with the terms and conditions of this Agreement.

8. Termination. The Foundation shall have the right to terminate this Agreement and the Grant in the event the Foundation determines that the Grantee (a) has misrepresented any material fact or supplied false or misleading material information to the Foundation in the Proposal or otherwise in regard to this Agreement or the Grant, (b) has diverted any payments made under this Agreement to a purpose other than that permitted hereunder, (c) has failed to maintain or provide any material records or reports required to be maintained or provided hereunder, (d) has failed to abide by any other term or condition of this Agreement or (e) has terminated, abandoned, cancelled or substantially altered, or is likely to terminate, abandon, cancel or substantially alter, the Program. Upon termination of this Agreement by the Foundation, the Foundation shall be relieved from making any further payments to the Grantee in regard to the Grant and, if such termination is pursuant to clause (a), (b), (c) or (e) above, may require the Grantee to refund any or all payments of the Grant theretofore made. The foregoing remedies of the Foundation are in addition to any other remedies provided by law, and all such remedies shall be cumulative and not exclusive.

9. No Liability. The Grantee shall indemnify, defend and hold the Foundation harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of or incident to the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Program or any other program or activity by the Grantee. IN NO CASE SHALL THE FOUNDATION BE LIABLE TO THE GRANTEE OR ANY THIRD PARTY FOR CONSEQUENTIAL DAMAGES. The Foundation shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee. It is expressly understood by the parties that no director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement or any subsequent agreement between the parties regarding the subject matter hereof. The parties agree that the liability of the Foundation hereunder shall be limited to the payment of the Grant pursuant to the terms and conditions of this Agreement. Any contracts entered into or other obligations or liabilities incurred by the Grantee in connection with the Program or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and the Foundation shall have no obligation or liability whatsoever thereunder or with respect thereto. The Grantee covenants that all contracts to which it shall become a party in regard to the Program and/or the Grant shall include the following clause:

"It is expressly agreed and understood that neither the Amateur Athletic Foundation of Los Angeles (the "Foundation") nor any director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement, and that the foregoing provisions concerning financial responsibility or liability shall be expressly included in and made a part of any and all agreements between the parties subsequent to this Agreement."

10. Insurance. The Grantee represents and warrants that (a) it is, and will continue to be, adequately insured against all risks, including such risks as would be covered by fire and property damage, worker's compensation, automobile and comprehensive general liability insurance, with respect to the conduct of the Program and all other programs and activities of the Grantee and (b) the premises and facilities of third parties where the Grantee conducts and will conduct its programs and activities also are and will be so adequately insured except as expressly set forth on Schedule C attached hereto. Upon demand of the Foundation, the Grantee shall furnish the Foundation the policy or policies of insurance or a certificate of insurance or either written evidence satisfactory to the Foundation, evidencing the insurance carried by or otherwise benefiting the Grantee. The Grantee covenants that it will cause the Foundation to be added as an additional insured on all policies of insurance carried by the Grantee.

11. Other Provisions. This Agreement and the Proposal together constitute the entire agreement of the parties with respect to the subject matter hereof, and the provisions hereof and thereof have superseded any and all prior and contemporaneous agreements or understandings relating to the matters specifically addressed herein or therein. Failure or inability of either party to enforce any right hereunder shall not waive any right with respect to any other or future rights or occurrences, nor shall waiver of any condition or right in any instance be deemed a waiver of any condition or right in any other instance. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding in addition to any other relief to which it may be entitled. This Agreement and the Grantee's rights, duties and obligations hereunder may not be assigned by the Grantee without the prior written consent of the Foundation. Any attempt at assignment shall be void and a material breach of this Agreement by the Grantee. This Agreement has been negotiated, executed and delivered and will be performed in the State of California and shall be governed by and construed in accordance with its laws. The Schedules attached hereto are incorporated herein by reference and made a part of this Agreement as if fully set forth herein.

12. Amendments and Modifications. This Agreement may be amended or modified only by a written instrument executed by the Foundation and by the Grantee. Notwithstanding the foregoing, modifications to the scope of the Program, alterations in the funding schedule, revisions to the Proposal and other changes to the terms and conditions of this Agreement set forth on the Schedules attached hereto may be effectuated by the substitution of replacement Schedule(s), provided that such replacement Schedule(s) are executed by both the Foundation and the Grantee.

13. Termination of Grant. The Grantee covenants to execute and deliver to the Foundation a termination letter in the form attached hereto as Exhibit "1" upon completion of the program.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement on \_\_\_\_\_, 2003

**GRANTEE:**

COUNTY OF LOS ANGELES, DEPARTMENT  
OF PARKS AND RECREATION

**FOUNDATION:**

AMATEUR ATHLETIC  
FOUNDATION OF  
LOS ANGELES

By: \_\_\_\_\_  
Tim Gallagher  
Director

By: \_\_\_\_\_  
Anita L. DeFrantz  
President

## **Introduction**

The County of Los Angeles Department of Parks and Recreation, under the leadership of the County Board of Supervisors, operates, maintains and programs more than 125 public park and recreation facilities, including large regional parks, public golf courses, public swimming pools, natural areas, wildlife and wildflower sanctuaries, more than 330 miles of equestrian and hiking trails, performing arts complexes, and more than 75 local and community regional parks. To operate all of these facilities at the high level that our patrons have become accustomed to, we have relied heavily upon developing innovative programs that can be partially funded by grants. Over the last five years we have received over 7 million dollars in grant funding to assist us in our efforts. We have become skilled in our ability to use these funds to provide the best possible programs in our diverse communities for the betterment of the people of Los Angeles County.

The Department's overall mission is to meet the diverse leisure needs and recreational interests of the more than 9 million residents of Los Angeles County through the programming, maintenance and administration of 65,528 acres of public open space and recreational areas spread throughout the 4,083 square miles of the County.

It is with great interest and dedication to our recreational programs throughout our County that we are asking to partner with the Amateur Athletic Foundation (AAF) to provide our youth with the following proposed programs:

Under the Swim 2003 Program, the Department proposes to offer a Beginning Competitive Swim Program, a Learn to Dive Program, a Beginning Synchronized Swimming Program, and an Introduction to Water Polo for youths ages 7 to 17 years. Program components include supervised competitive swim and dive training, clinics on water polo and synchronized swimming, physical conditioning sessions and inter-pool swim competitions, which culminate at regional and countywide levels. The Department is requesting \$95,083.40 (this includes all tax applied to taxable items) from the AAF to fund the direct costs associated with the competitive swim, dive, synchronized, and water polo components of this program. This budget reflects an increase of \$2,167.64 from 2002, due in part to the requested purchase of a Colorado Time System package by the North Agency. This timing system will allow us the ability to professionally time all of our swim trials at the same high level that is expected at major regional swim events. Our agency will offer to lend this timing system to other agencies so that all swim trials will be judged at the same high level. We believe that this piece of equipment will greatly enhance our ability to professionally time our swim events and prepare our young participants for this higher level of competitive swim in the future.

We are also submitting a budget for hosting this year's AAF Dive Festival for \$1,716.50, which at your request, is prepared separately from our Swim 2003 budget (Attachment F).



### **Program Objectives**

It is this Department's goal to reach approximately 2,000 youths, age 7 to 17 years, through the instructional portion of the Swim 2003 Program. The program would offer novice swimmers the opportunity to participate in specialized instruction in synchronized swimming, and to develop competitive swimming and diving skills, and water polo where youth would have the opportunity to participate in individual competitive meets and team competition. The program will benefit these youth because individual instruction is offered at no-charge, whereas specialized instruction provided by other agencies usually involves participant fees. The availability of this program will greatly enhance the County's current competitive swim and dive program, as well as generate greater participant interest in the competitive aquatic sport of water polo among those children who may not have available resources. In the future Water Polo participation should increase, as well as Synchronized Swimming, which will eventually require advanced courses and team separation by gender and age.

### **Program Structure**

Swim 2003 will be conducted at thirty (30) County swimming pools listed in Attachment A. The program this year will be developed into four components: "Beginning Competitive Swim", "Learn to Dive" program, "Synchronized Swimming," and "Water Polo" to supplement the County's existing swimming program. Participants will be selected from the Department's "Learn to Swim" program and the various existing youth competitive swim teams.

#### **Beginning Competitive Swim**

Novice competitive swimmers between the ages of 7 and 17 years will be eligible to participate in stroke improvement classes at each participating swimming pool. These classes are designed to train novice swimmers in four (4) different swimming strokes: freestyle, backstroke, breaststroke, and butterfly. In addition to stroke techniques, participants will receive instruction in and practice competitive starts, turns, and finishes.

Stroke improvement sessions will be conducted for one (1) hour, Monday through Friday, during three (3) 2-week sessions at each pool. Class size is limited to ten (10) participants to allow quality individualized instruction. Class registration will be conducted prior to the start of each session on a first-come, first-served basis. In the case where participant registration exceeds the maximum class size, the first ten (10) registered participants shall be selected and the remaining youth will be automatically pre-registered for the next available session. Participants completing a stroke improvement session will not be allowed to re-register until all new swimmers have had an opportunity to register.

Department trained and certified Senior Pool Lifeguards will be responsible for conducting the stroke improvement instruction. Each participant will be timed during the first class and closely monitored throughout the entire session. At the conclusion of each session, participants will review the recorded finishing times with their instructors who will follow the participant's progress and stroke improvement.

In addition, all Swim 2003 participants will be encouraged to train with the County competitive swim teams during daily training/conditioning sessions and participate in County inter-pool competitions on select Saturdays. A minimum of two (2) inter-pool meets will be required for participants to be eligible for participation in the County's regional championship. During these competitions, youth swimmers will be categorized for competition by gender and age. The following competition categories are used for both boys and girls: 8 years of age and under, 9 to 10 years, 11 to 12 years, 13 to 14 years, and 15 to 17 years. Following the completion of the inter-pool competitions and the County regional championship, qualifying participants will represent the County in a culminating competitive swim meet, sponsored by the AAF for participating agencies.

### Learn to Dive

The Department proposes to continue provision of the Learn to Dive component in its Swim Program curriculum and schedule. Instruction shall take place at twelve (12) participating pools. Class size will be limited to ten (10) participants, in one 1-hour instruction sessions occurring five (5) days a week for two (2) weeks. During this program, the Department proposes to conduct a maximum of two 2-week dive training sessions.

At the completion of each scheduled Learn to Dive session, participants will be encouraged to join an existing County dive team to further their training and gain competitive experience through inter-pool and/or regional competitions. During these competitions, divers will be categorized for competition by gender and age. The following competition categories will be used for both boys and girls: 8 years and under, 9 to 10 years, 11 to 12 years, 13 to 14 years and 15 to 17 years.

### Water Polo

The Department proposes to continue the Water Polo component of its Swim Program curriculum and schedule. Instruction shall take place at nine (9) participating pools. Class size will be limited to thirteen (13) participants in one 1-hour instruction sessions occurring five (5) days a week. for two (2) weeks. During this program, the Department proposes to conduct a maximum of two 2-week water polo training sessions.

At the completion the Water Polo instructional sessions participants will be encouraged to further their training and gain competitive experience through team competitions. During these competitions, players are categorized for competition by age. The following competition categories are used for both boys and girls: ages 13 and under, and 14 to 17 years.

### Synchronized Swimming

The Department proposes to continue its Synchronized Swimming and offer the program at other sites, if possible. We propose 1-hour classes, five (5) days a week for eight (8) weeks, with an extra 11 hours per site for marketing and registration. These clinics/instructional sessions will result in the All County Championships at the end of this season.

### **Proposed Program Budget**

The proposed program budget outlines the requested funds for staff time, which are necessary to conduct the Swim 2003 Program (see Attachment B). This information is outlined in summary form, as well as per agency and per site (Attachment B-1). The proposed equipment budget is also included (Attachment C, D, D-1, and E). The Department requests a total of \$95,083.40 from the AAF to fund the direct costs associated with the competitive swim, dive, synchronized, and water polo components of this program.

The Department's contribution to this program will be in the form of in-kind services, which includes hundreds of volunteer hours, supervision and overhead, facility use, security, utilities, materials, and postage. In addition, administrative personnel will be assigned and responsible to provide the AAF'S, required reports and grant monitoring.

As mentioned above, the attached proposed program budget is separated by pool site. However, these figures are estimates based on the previous year's program. The Department's accounting system is not able to track actual charges per pool site because one (1) account code is assigned to identify Swim 2003 Program expenditures. Therefore, please note that actual personnel and equipment expenditures shall be shown as a program total for the required AAF reports.

For easy reference, the following budget narrative is separated into four (4) categories: Program Staff, Supplies, Uniforms, and Equipment.

### **Program Staff**

Swim 2003 Program personnel costs are based on thirty (30) proposed program sites and use a Senior Pool Lifeguard to conduct the training sessions. Stroke improvement and competitive swim sessions will be conducted between the hours of 11:00 a.m. and 12:00 noon, Monday through Friday. As detailed in the attached budget, each pool site will have one (1) Senior Pool Lifeguard instructing five (5) hours per week during three 2-week sessions, for a total of six (6) weeks. Therefore, each pool site will use thirty (30) staff hours for instructional swim sessions, totaling 900 hours.

Diving sessions will be conducted for one (1) hour, Monday through Friday, at twelve (12) proposed program sites. As shown in the attached budget, each participating pool site will have one (1) Senior Pool Lifeguard instructing five (5) hours per week during two 2-week sessions, for a total of four (4) weeks. Each dive training participating pool site will use twenty (20) staff hours for dive training instruction. This year we have requested that the North Region Aquatics Agency host the Dive Meet August 24, 2002.

Water Polo instruction will be conducted for (1) one hour, Monday through Friday, at nine (9) proposed program sites. As shown in the attached budget, each participating pool site will have One (1) Senior Pool Lifeguard instructing five (5) hours per week during two 2-week sessions, for a total of four (4) weeks with another (1) Senior Lifeguard on duty during instruction hours. Each water polo participating pool site will use forty (40) staff hours for water polo instruction.

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We have not decided who will host the Water Polo Festival; and when that decision is made those sixty (60) hours will come from money already budgeted.

The Department will conduct Synchronized Swimming to six of our sites for this coming summer season. Two sites in each agency will conduct this new program. We will use three hundred and six (306) hours for our Senior Lifeguards to conduct this program, with no direct increase to the budget (attachment E).

Program registration, advertising, and promotion, planning and record monitoring will require a total of ten (10) program staff hours for each pool site. Instructor training for water polo will consist of twenty four (24) Senior Pool Lifeguard staff hours and an additional eight (8) hours are requested for each of the Regional Championship swim meet and dive meet for each site, which equals two hundred forty (240) hours.

Additionally, the department is requesting one hundred and twenty-four (124) hours of Senior Pool Lifeguard staff time to conduct the competitive swim, competitive dive "kick-off" events, the AAF-sponsored County C, championship meet. These staff hours will be used for program advertising and promotion, event preparation and actual event staffing.

### **Supplies**

As shown in previous grant applications, this Department has requested funding for participant ribbons and medals. Each year, the AAF has generously supplied these items, which allows the Department to conduct competitive swimming events and recognize participants without requiring entry fees. A list of the requested award medals and ribbons for swimming is separated per competitive event and is included in Attachment C.

### **Uniforms**

As shown in Attachment D and D-1, the purchase of one thousand, one hundred and eighty-four (1184) staff T-shirts and two hundred and sixty-five (265) wide brim hats also have been included in the proposed program budget. It is proposed that the staff shirts and hats include both the AAF emblem and Los Angeles County Lifeguard insignia.

In the event that the design or specifications of the shirts and/or hats is modified, the Department requests to be notified prior to purchase and distribution. All uniform items are subject to the review and approval of the Department.

### **Equipment**

As previously discussed between this Department and the AAF, additional funding is requested for the purchase of a complete Colorado Timing System. Because of this increased expense, the North Agency will not request any additional supplies for the coming season. The other two agencies have kept their budgets close to what was spent last year. Because of the excellent job that our staff did with last years' excess equipment, collectively we do not need as much this year to run the high quality programs that are participants expect. The list of the supplies needed

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is noted on the equipment list, including costs, which is attached (see Attachment E). These needed resources will considerably enhance the County's youth competitive swim, dive, synchronized swimming, and water polo training programs.

Several schools located near County pool sites operate on a year-round basis. Depending on pool site locations, some stroke improvement sessions, Learn to Dive sessions and Beginning Competitive Swim programs may be held during the afternoon hours to accommodate the students whose schools are in session. Additional hours of pool operation may be needed to accommodate water polo clinics. Any modifications to session and/or competitive meet schedules will be reported to the AAF and included within the Department's required program progress reports.

The Department's goal for the Swim 2003 Program is to generate increased interest in competitive swimming, diving, synchronized swimming, and water polo in Los Angeles County. The availability of this program will greatly enhance the County's competitive swim and dive program while providing an introduction to the sports of water polo and synchronized swimming to those who may not have these resources available to them.

## 2002 SUMMER SWIM PROGRAM LOS ANGELES COUNTY SWIMMING POOL SITES

### East Community Services Agency (9 Pools)

Norman S. Johnson Aquatics Center ††	405 S Santa Anita Avenue, Arcadia, 91006
Atlantic Avenue Park †† X	570 Atlantic Avenue, Los Angeles, 90022
Belvedere Park †† S	4919 Cesar E. Chavez Avenue, Los Angeles, 90022
City Terrace Park ††	1126 N Hazard Avenue, Los Angeles, 90063
MacLaren Hall †	4054 Durfee Avenue, El Monte, 91732
Obregon Park ††	4021 E First Street, Los Angeles, 90063
Roosevelt Park †† S X	7600 Graham Avenue, Los Angeles, 90001
Salazar Park ††	3864 Whittier Boulevard, Los Angeles, 90023
Temple City High School †	9501 E Lemon Avenue, Temple City, 91780

### North Community Services Agency (6 Pools)

El Cariso Park †† X S	13100 Hubbard Street, Sylmar, 91342
Knollwood Golf Course †	12040 Balboa Boulevard, Granada Hills, 91344
Lane Park †† X S	5520 W Avenue L-8, Quartz Hill, 93534
Loma Alta Park ††	3330 Lincoln Avenue, Altadena, 91001
Martin Park ††	35548 N 92nd Street, Littlerock, 93543
Val Verde Park ††	30300 W Arlington Street, Val Verde, 91384

### South Community Services Agency (15 Pools)

Alondra Park †	3353 Redondo Beach Blvd, Lawndale, 90260
Athens Park (Garrott Pool) † X	12603 S Broadway, Los Angeles, 90061
Bethune Park †	1244 E 61st Street, Los Angeles, 90001
Campanella Park †	14812 Stanford Avenue, Compton, 90220
Carver Park †	1400 E 118th Street, Los Angeles, 90059
Cerritos Park † X S	19700 S Bloomfield Avenue, Cerritos, 90701
Enterprise Park †	13055 Clovis Avenue, Los Angeles, 90059
Jesse Owens Park † X	9651 S Western Avenue, Los Angeles, 90047
Keller Park †	1045 W 126th Street, Los Angeles, 90044
La Mirada Park † X	13701 S Adelfa Avenue, La Mirada, 90638
Lennox Park †	10828 S Condon Avenue, Lennox, 90304
Mona Park †	2291 E 121st Street, Compton, 90222
Victoria Park † S	419 E 192nd Street, Carson, 90746
Washington Park (Krejci Pool) †	8908 S Maie Avenue, Los Angeles, 90002
Watkins Park (formerly Will Rogers) † X	1335 E 103rd Street, Los Angeles, 90002

† Beginning Competitive Swim Program Pool Sites (30)

‡ Learn To Dive Program Pool Sites (12)

X Water Polo Pool Sites (9)

S Synchronized Swimming Sites (6)

# SWIM 2003 PROGRAM BUDGET SUMMARY

<u>Item</u>	<u>Hours</u>	<u>Total Requested</u>
<u>Beginning Competitive Swim</u>		
Senior Lifeguard @ \$14.78 hr. (including benefits)-Instruction	900	13,302.00
Senior Lifeguard @ \$14.78 hr. (including benefits)-Comp. Meets	240	\$3,547.20
<u>Learn to Dive</u>		
Senior Lifeguard @ \$14.78 hr. (including benefits)-Instruction	260	\$3,842.80
Senior Lifeguard @ \$14.78 hr. (including benefits)-Comp. meets	344	\$5,084.32
<u>Water Polo</u>		
Senior Lifeguard @ \$14.78 hr. (including benefits)-Instruction	780	\$11,528.40
<u>Synchronized Swimming</u>		
Senior Lifeguard @ \$14.78 hr. (including benefits)-Instruction	360	\$4,522.60
Instructional Personnel Subtotal	2830	\$41,827.32
<u>Non-instructional Program Duties</u>		
Senior Lifeguard @ \$14.78 hr. (including benefits)-Training & Manag.	360	\$5,320.80
Area Supervisor @ \$24.90 hr. (including benefits)-Training & Manag.	341	\$8,490.90
<b>SUBTOTAL</b>	<b>3531</b>	<b>\$55,639.02</b>
<u>Non-personnel Items (with tax included)</u>		
<u>Beginning Competitive Swim/Learn to Dive</u>		
Equipment (see attachment A)		\$16,122.75
Ribbons & Medals (see attachment B)		\$16,930.19
Staff T-shirts (see attachment C)		\$5,389.74
Staff Hats (see attachment D)		\$1,001.70
<b>SUBTOTAL</b>		<b>\$39,444.38</b>
<b>GRANT AMOUNT REQUESTED</b>		<b>\$95,083.40</b>

## Attachment B-1

Agency	Facility	Item	Statement	Hourly	Hours	Total Req
North	El Cariso Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	186	\$2,749.08
North	Knollwood Golf Course Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	100	\$1,478.00
North	George Lane Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	165	\$2,438.70
North	Loma Alta Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	100	\$1,478.00
North	Everett Martin Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	130	\$1,921.40
North	Val Verde Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	100	\$1,478.00
				Subtotal	781	\$11,543.18
North	All North Agency Pools	Area Pool Supervisor	Including Benefits	\$24.90		
North	All North Agency Pools	Senior Pool Lifeguard	Including Benefits	\$14.78		
				Subtotal		
				<b>North Total</b>		
East	Norman S. Johnson Aquatics	Senior Pool Lifeguard	Including Benefits	\$14.78	74	\$1,093.72
East	Atlantic Avenue Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	125	\$1,847.50
East	Belvedere Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	125	\$1,847.50
East	City Terrace Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	74	\$1,093.72
East	MacLaren Hall Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	30	\$443.40
East	Obregon Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	74	\$1,093.72
East	Roosevelt Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	176	\$2,601.28
East	Salazar Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	74	\$1,093.72
East	Temple City Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	30	\$443.40
				Subtotal	782	\$11,557.96
East	All East Agency Pools	Area Pool Supervisor	Including Benefits			
East	All East Agency Pools	Senior Pool Lifeguard	Including Benefits			



Agency	Facility	Item	Statement	Hourly	Hours	Total Req
South	Alondra Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	51	\$753.78
South	Athens Park Pool (Garrott)	Senior Pool Lifeguard	Including Benefits	\$14.78	131	\$1,936.18
South	Bethune Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	51	\$753.78
South	Campanella Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	51	\$753.78
South	Carver Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	51	\$753.78
South	Cerritos Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	182	\$2,689.96
South	Enterprise Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	51	\$753.78
South	Jesse Owens Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	131	\$1,936.18
South	Keller Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	51	\$753.78
South	La Mirada Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	131	\$1,936.18
South	Lennox Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	51	\$753.78
South	Mona Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	51	\$753.78
South	Victoria Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	102	\$1,507.56
South	Washington Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	51	\$753.78
South	Watkins Park Pool	Senior Pool Lifeguard	Including Benefits	\$14.78	131	\$1,936.18
		Subtotal			1267	\$18,726.26
South	All South Agency Pools	Area Pool Supervisor		\$24.90		
South	All South Agency Pools	Senior Pool Lifeguard		\$14.78		
<b>Aquatics Total</b>					<b>3,531</b>	<b>\$55,639.10</b>

<b>Program</b>	<b>Item</b>	<b>Cost per unit</b>	<b>East</b>	<b>North</b>	<b>South</b>	<b>Quantity Total</b>	<b>Amount Requested</b>
Inter-Pool Meets	Ribbons First Place	\$0.455	1,500	500	1,600	3,600	\$1,638.000
Inter-Pool Meets	Ribbons Second Place	\$0.455	800	500	900	2,200	\$1,001.000
Inter-Pool Meets	Ribbons Third Place	\$0.455	300	500	700	1,500	\$682.500
							<b>\$3,321.500 Subtotal</b>
Regional Meet	Medals First Place (1 1/4)	\$3.00	148	140	148	436	\$1,308.000
Regional Meet	Medals Second Place (1 1/4)	\$3.00	148	140	148	436	\$1,308.000
Regional Meet	Medals Third Place (1 1/4)	\$3.00	148	140	148	436	\$1,308.000
Regional Meet	Medals Fourth Place (1 1/4)	\$3.00	148	140	148	436	\$1,308.000
Regional Meet	Medals Fifth Place (1 1/4)	\$3.00	148	140	148	436	\$1,308.000
Regional Meet	Medals Sixth Place (1 1/4)	\$3.00	148	140	148	436	\$1,308.000
							<b>\$7,848.000 Subtotal</b>
County Meets	Ribbons First Place	\$0.455	128	128	24	280	\$127.400
County Meets	Ribbons Second Place	\$0.455	128	128	24	280	\$127.400
County Meets	Ribbons Third Place	\$0.455	128	128	24	280	\$127.400
County Meets	Ribbons Fourth Place	\$0.455	128	128	24	280	\$127.400
County Meets	Ribbons Fifth Place	\$0.455	128	128	24	280	\$127.400
County Meets	Ribbons Sixth Place	\$0.455	128	128	24	280	\$127.400
County Meets	Ribbons Seventh Place	\$0.455	128	128	24	280	\$127.400
County Meets	Ribbons Eighth Place	\$0.455	128	128	24	280	\$127.400
County Meets	Ribbons Ninth Place	\$0.455	128	128	24	280	\$127.400
County Meets	Medals First Place (1 3/4)	\$4.00	128	128	24	280	\$1,120.000
County Meets	Medals Second Place (1 3/4)	\$4.00	128	128	24	280	\$1,120.000
County Meets	Medals Third Place (1 3/4)	\$4.00	128	128	24	280	\$1,120.000
							<b>\$4,506.600 Subtotal</b>
							<b>\$15,676.100 Total</b>
							<b>\$1,254.088 Tax at .08%</b>
							<b>\$16,930.188 Grand Total</b>

# Lifeguard Shirts

Agency		Item	Cost per unit	Quantity	Amount Req
North	Lifeguard Shirt	Small	\$4.25	50	\$212.50
North	Lifeguard Shirt	Medium	\$4.25	40	\$170.00
North	Lifeguard Shirt	Large	\$4.25	120	\$510.00
North	Lifeguard Shirt	X-Large	\$4.25	80	\$340.00
North	Lifeguard Shirt	XX-Large	\$4.75	40	\$190.00
North	Lifeguard Shirt	XXX-Large	\$4.75	10	\$47.50
\$1,470.00 North Subtotal					
East	Lifeguard Shirt	Small	\$4.25	96	\$408.00
East	Lifeguard Shirt	Medium	\$4.25	204	\$867.00
East	Lifeguard Shirt	Large	\$4.25	36	\$153.00
East	Lifeguard Shirt	X-Large	\$4.25	36	\$153.00
East	Lifeguard Shirt	XX-Large	\$4.75	60	\$285.00
East	Lifeguard Shirt	XXX-Large	\$4.75	42	\$199.50
\$2,065.50 East Subtotal					
South	Lifeguard Shirt	Small	\$4.25	0	\$0.00
South	Lifeguard Shirt	Medium	\$4.25	120	\$510.00
South	Lifeguard Shirt	Large	\$4.25	150	\$637.50
South	Lifeguard Shirt	X-Large	\$4.25	50	\$212.50
South	Lifeguard Shirt	XX-Large	\$4.75	20	\$95.00
South	Lifeguard Shirt	XXX-Large	\$4.75	0	\$0.00
\$1,455.00 South Subtotal					
\$4,990.50 Total					1,154
\$399.24 Tax @ .08					
\$5,389.74 Grand Total					

# Lifeguard Hats

Agency	Item		Cost per unit	Quantity	Amount Req
North	Lifeguard Hat	n/a	\$3.50	50	\$175.00 North
East	Lifeguard Hat	n/a	\$3.50	100	\$350.00 East
South	Lifeguard Hat	n/a	\$3.50	115	\$402.50 South
				<hr/>	
				265	\$927.50 Total
					\$74.20 Tax @ .08
					\$1,001.70 Grand Total

**North Agency Equipment**

Item	Type	Vendor	Item Number	Cost/unit	Quantity	Amount
Swim Equipment	System 6 Sports Timer	Colorado Time Sys.	#SYS6		1	\$0.00
Swim Equipment	Ten-Lane Push Button		#PB-SYS-10		1	\$0.00
Swim Equipment	Buttons/lane timing/3 pr		#PB-6		1	\$0.00
Swim Equipment	Back-up ten lane		#CH41-10-3		1	\$0.00
Swim Equipment	Citizen dot matrix printer		#GSX-190		1	\$0.00
				\$7,200.00	1	\$7,200.00
						<b>\$7,200.00 North Subtotal</b>
						<b>\$576.00 Tax</b>
						<b>\$7,776.00 North Total</b>

**East Agency Equipment**

Item	Type	Vendor	Item Number	Cost/unit	Quantity	Amount
Swim Equipment	Caps-Grn/Yel East	S&R Sport		\$1.52	200	\$304.00
Swim Equipment	Stor-A-Lane Reel/Cv	Lincoln		\$900.50	1	\$900.50
Swim Equipment	Utility Table 6X30	Sams Club	#314259 M 2901	\$48.97	4	\$195.88
Swim Equipment	30" Pace Clocks	S&R Sport		\$198.75	2	\$397.50
Polo Equipment	Water Polo Ball	S&R Sport	Adult	\$25.95	10	\$259.50
Polo Equipment	Water Polo Ball	S&R Sport	Youth	\$22.95	10	\$229.50
Polo Equipment	Water Polo Caps	S&R Sport	Set of 26	\$360.00	2	\$720.00
Synchro Equipment	Oceanears 2000	Ocean Engineering Ent.		\$2,000.00	1	\$2,000.00
						<b>\$5,006.88 East Subtotal</b>
						<b>\$400.55 Tax</b>
						<b>\$5,407.43 East Total</b>

**South Agency Equipment**

<b>Item</b>	<b>Item</b>	<b>Vendor</b>	<b>Item Number</b>	<b>Cost/unit</b>	<b>Quant.</b>	<b>Amount</b>
Swim Equipment	Comp. Caps/South	The Victor		\$2.75	300	\$825.00
Water Polo Equip.	Mikasa Water Ball	Lincoln	62-050 Adult	\$26.83	20	\$536.60
Swim Equip.	Stopwatches	Accusplit	#35-65815	\$12.90	30	\$387.00
Water Polo Equip.	5 Channel head sets	open		\$60.00	6	\$360.00
Swim Equip.	Steel Frame Can. 10x	Sams Club	#399293	\$199.99	1	\$199.99
Water Polo Equip.	Ball Bag	Lincoln	62-095	\$13.25	4	\$53.00
Water Polo Equip.	Water Polo Caps	S&R Sport	set of 26	\$360.00		\$360.00
						<b>\$2,721.59 South Subtotal</b>
						<b>\$217.73 Tax</b>
						<b>\$2,939.32 South Total</b>

<b>Equipment Total for All Agencies</b>	<b>\$16,122.75</b>
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## 2003 SUMMER DIVE FESTIVAL SUPPLEMENT BUDGET SUMMARY

<u>Item</u>	Hours	Total Requested
One (1) Area Supervisor @ \$24.90 (including benefits)	10	\$249.00
Eight (8) Senior Lifeguard @ \$14.78 hr. (including benefits)	10	\$1,182.40
One (1) Cashier @ \$12.47 hr. (including benefits)	10	124.70
One (1) Locker room Attendant @ \$7.04 hr. (including benefits)	10	\$70.40
	<b>TOTAL</b>	<b>\$1,626.50</b>
Diving Medals - ten (10) 1st place @ \$3.00	\$30.00	
Diving Medals - ten (10) 2nd place @ \$3.00	\$30.00	
<u>Diving Medals - ten (10) 3rd place @ \$3.00</u>	<u>\$30.00</u>	
	<b>TOTAL</b>	<b>\$90.00</b>
<b>Grand Total</b>		<b>\$1,716.50</b>

## SCHEDULE A

### DESCRIPTION OF PROGRAM AND PURPOSES:

The purpose of SUMMER SWIM 2003 is to augment the County's "Beginning Competitive Swim" program at 30 pools and "Learn to Dive" program at 12 pools, the water polo program at 9 pools and the synchronized swimming program at 6 pools. The Grant will provide for instructors' hourly compensation, equipment, staff T-shirts, hats and training necessary for the program. Additionally, the Grant will provide instructors' hourly compensation and equipment for the introduction of a Winter/Spring Water Polo Program. The Foundation will also provide medals and ribbons for the County's Beginning Competitive Swim Program at intra-pool sites, Regional and All-County Swim Meets. The goal of SUMMER SWIM 2003 is to reach 2,000 youngsters, ages 7 to 17. As a competitive component for SUMMER SWIM 2003, qualified participants will be able to compete in any one of the following competitions: Summer Swim Festival, Diving Festival, the Water Polo Festival and the Synchronized Swimming Festival.

The proposal attached hereto is incorporated herein by this reference. The term of this Grant will commence at the signing of this agreement and conclude September 30, 2003.



## SCHEDULE B

The funding schedule set forth below constitutes an estimate of the Grantee's need for funds based upon the Proposal. The amounts and timing of the payment of installments of the Grant as set forth in such funding schedule are subject to change, in the discretion of the Foundation, in the following circumstances:

1. Reports required by Paragraph 7 of the Grant Agreement and/or by Schedule D attached thereto are not submitted in a timely manner or with all required information.
2. The Program is modified, enhanced, reduced or otherwise altered in any substantive manner without the prior written approval of the Foundation.
3. The Foundation determines that cost savings may be achieved through utilization of other resources or the Foundation's purchase requisition procedures for equipment and other items required by the Program.

### FUNDING SCHEDULE:

<u>Amount</u>	<u>Date</u>
\$30,639.02	June 16, 2003
\$20,000.00	July 30, 2003
\$5,000.00	September 15, 2003

The additional \$39,444.38 are funds that benefit the County and is a direct payment for equipment, t-shirts, lifeguard hats and awards made to vendors by the Foundation, bringing the Grant total to \$95,083.40.

### BANK(s) IN WHICH GRANT FUNDS ARE TO BE HELD:

ACCOUNT # Treasurer-Tax Collector/County General Fund

### MAIL CHECK TO:

County of Los Angeles  
Department of Parks and Recreation  
Attn: Tim Gallagher, Director  
433 South Vermont Avenue, 3rd Floor  
Los Angeles, CA 90020

## SCHEDULE C

### ADDITIONAL CONDITIONS PRECEDENT TO GRANT:

Pursuant to the provisions of Section 10, Terms and Conditions and Schedule C, Additional Conditions Precedent to Grant, of the Grant Agreement between the Amateur Athletic Foundation and the County of Los Angeles, the County of Los Angeles hereby agrees to:

1. Waive all claims and recourse against the Foundation including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of the Foundation, its officers, agents and employees.
2. Indemnify, hold harmless and defend the Foundation, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the performance of the Program except for liability arising out of the concurrent or sole negligence of the Foundation, its officers, agents or employees.
3. The Foundation shall be named as an additional insured on the Grantee's liability insurance policy and provide Foundation with a certificate of insurance.
4. At the option of the County, such insurance may be provided through self-insurance and the Foundation will accept the County's Certificate of self-insurance as evidence of such coverage.

## SCHEDULE D

### REPORTS TO BE FURNISHED:

#### I. PROGRESS REPORTS\*

##### A. Interim Progress Report due:

July 30, 2003

#### II. FINAL REPORT\*\*

##### A. Final Report due:

September 15, 2003

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\* Progress Reports must include, at a minimum, a written narrative addressing the progress of all phases of program development and a detailed accounting of expenditures to date and any available statistics or evaluative data on the program. Progress Report forms will be supplied.

\*\* Final Report must be a complete review and report of the program including all statistical data, evaluation results expenditures.

## SCHEDULE E

### OTHER TERMS AND CONDITIONS:

The Amateur Athletic Foundation shall have the right to approve all publicity in advance of publication and Grantee shall submit to the Foundation any proposed materials for approval prior to their release.

All temporary or permanent signage shall be recommended and approved by Foundation. Foundation and Grantee shall mutually agree on proper name recognition for Foundation on equipment purchased with grant funds.

Grantee shall participate in the Foundation's Coaching Program by making arrangements with Foundation for the Grantee's coaches to attend a Coaching Workshop.



**SAMPLE**

**EXHIBIT "1"**

**Installment Non-Capital Expenditure**

**Re: Program #20076.03B**

**Dear Sir or Madam:**

This letter has reference to that certain Grant Agreement [the "Grant Agreement"] and any modifications or alterations thereto dated \*\*\*\*\* between the Amateur Athletic Foundation of Los Angeles (the "Foundation") and the COUNTY OF LOS ANGELES, DEPARTMENT OF PARKS AND RECREATION (the "Grantee"). Capitalized terms used herein without further definition have the meanings specified in the Grant Agreement.

In consideration of the payment by the Foundation of the final installment of the Grant under the Grant Agreement:

1. The Grantee hereby reaffirms all of its executory obligations and duties under the Grant Agreement, including, but not limited to, its obligation to indemnify, defend and hold the Foundation harmless from liabilities and losses pursuant to Paragraph 9 of the Grant Agreement, without setoff or other defense.

5. The Grantee represents and warrants that all promotional and advertising materials produced or authorized by the Grantee relating to the Program have given appropriate credit to the Foundation as required by the Grant Agreement. The Grantee confirms that all future promotional and advertising material produced or authorized by the Grantee relating to the Program will give appropriate credit to the Foundation as required by the Grant Agreement.

6. The Grantee represents and warrants that all contracts to which it has become a party in regard to the Program and/or the Grant are listed on Annex A attached hereto and include the language required by Paragraph 9 of the Grant Agreement.

7. The Grantee represents and warrants that the Grant has been expended solely for the purposes set forth in the Grant Agreement.

8. The Grantee agrees to repay any portion of the Grant which is not used for the purposes set forth in the Grant Agreement.

The Foundation shall be entitled to rely on the foregoing representations, warranties, confirmations, acknowledgments and agreements in disbursing the final installment of the Grant.

Sincerely yours,

AMATEUR ATHLETIC FOUNDATION OF LOS ANGELES

Executed by: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_